

**AGREEMENT**

**BETWEEN**

**BOARD OF TRUSTEES OF LANSING  
COMMUNITY COLLEGE  
OF THE STATE OF MICHIGAN**

**AND**

**LANSING COMMUNITY COLLEGE ADMINISTRATIVE  
ASSOCIATION (AFT MICHIGAN, AFT, AFL-CIO)**



**July 1, 2024 – JUNE 30, 2027**

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**AGREEMENT BETWEEN  
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OF THE STATE OF MICHIGAN  
AND  
LANSING COMMUNITY COLLEGE ADMINISTRATIVE ASSOCIATION  
(AFT MICHIGAN, AFT, AFL-CIO)  
MEMORANDUM OF CONTRACT CHANGES  
JULY 1, 2024**

**DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2024, and shall continue in effect until midnight, June 30, 2027. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated. Negotiations shall begin no later than 60 days prior to the contract expiration date.

**ARTICLE I. RECOGNITION**

**A. Bargaining Unit**

The College recognizes the Association as the exclusive bargaining representative of all regular full time and part-time employees of Lansing Community College primarily employed as exempt bona fide executive, administrative or professional employees at administrative levels 3, 2 or 1, EXCLUDING the following:

- All employees whose primary positions are in another bargaining unit;
- All personnel in Human Resources;
- All personnel working in the President's Office or the Board of Trustee's Office;
- Department Directors in IT area whose positions involve primary responsibility for network security or broad access to confidential data (currently director of Information Security and Infrastructure Support, Technical Data Base Administrator, Director of Instructional and Technology Support Services, Director of Personal Computing and Telecommunications Services);
- All sworn public safety officers and sworn public safety officer/ dispatchers and their Police and Public Safety Department commanders;
- Athletic coaches (as to the coaching assignment only; while coaches are not included in the bargaining unit, nothing in this Agreement prohibits bargaining unit members from performing coaching duties or activities);
- Bus drivers (as to the bus driving assignment only; while bus drivers are not included in the bargaining unit, nothing in this Agreement prohibits bargaining unit members from performing bus driving duties or activities);

- Casual employees and Student workers (e.g., retained through Student Services, as part of a financial aid package, etc.)
- Titles of current bargaining unit members will not be changed solely for the purpose of excluding them from the bargaining unit.

## **B. Definitions**

For purposes of this Agreement, the parties adopt the following definitions:

### **Employee Status**

1. Regular full-time member: A full-time member is an employee who is employed by the College for an indefinite period on a regular full-time basis of at least 40 hours per week.
2. Regular part-time member: A part-time member is an employee who is employed by the College whose normal schedule of work usually consists of up to 30 hours per week. The status of part-time members does not change based on occasional periods during which they may be scheduled to work 40 hours or more per week (e.g., to fill in for an absent co-worker, during periods of heavy work load) or when performing additional work in a non-unit position such as adjunct faculty, etc.
3. Temporary member: a temporary member is an employee who is employed by the College for a limited period of less than one year, or for a specific project limited to a duration of less than one year. The duration of employment of a temporary employee may be extended without changing the employee's status by mutual agreement between the College and the President of the Association.
4. Casual employee: A casual employee is an employee who is employed for a limited period, a contract employee, or person employed from an outside agency for work on a specific project limited to a duration of less than one year or for sporadic work totaling less than 1040 hours per fiscal year.
5. Exempt employee: An employee is exempt if the employee qualifies as exempt under one or more of the "white collar" exemptions for bona fide executive, administrative or professional employees under the Fair Labor Standards Act.

## **C. Position Types**

1. Provisional position: A provisional position is a position funded 50% or more through external funding, grants, contracts or the like, which are not a part of the normal College funding (i.e., tuition, state appropriations, property tax) and will be eliminated automatically upon loss of the external funding. Provisional positions are identified as such when posted.
2. Regular position: A regular position is a position funded primarily through normal College funding (i.e., tuition, state appropriations, property tax) which is expected to exist indefinitely.

Regular positions are identified as such when posted.

3. Temporary position: A temporary position is a position funded primarily through normal College funding (i.e., tuition, state appropriations, property tax) which is expected to exist not more than 12 months, but subject to continuation to a maximum of three years, at which time it shall be deemed a regular position. Temporary positions are identified as such when posted.
4. Temporary Assignment: A temporary assignment to the CTE Director position for a five- year term of a faculty member from the MAHE bargaining unit may be appointed by the Provost or designee. During the period of this appointment, the employee appointed to the CTE Director position shall be subject to the terms of this Agreement.

#### **D. Personnel Transactions**

1. Interim Assignment: An Interim Assignment is a temporary assignment to perform all of the duties of another position or classification in order to fulfill a short-term need (e.g. for the purpose of temporarily replacing a member on leave of absence, or filling a vacant position for the duration of a special project, or filling a vacant position until completion of a competitive search to fill the position, etc.). An Interim Assignment is for a minimum of two full, consecutive payroll periods and will normally not exceed 12 months, but may be extended by agreement of the College, the Association and the member.
2. Transfer: A transfer is the indefinite assignment of a bargaining unit member from one position within the bargaining unit to another position within the bargaining unit for an indefinite period of time without a competitive search being conducted.
3. Promotion: A promotion is the indefinite assignment of a bargaining unit member from a position within the bargaining unit to a position with a higher pay level, within or outside the bargaining unit, as a result of transfer or competitive search.
4. Demotion: A demotion is the indefinite assignment of a bargaining unit member from a position within the bargaining unit to a position with a lower pay level, within or outside the bargaining unit.

#### **E. Unit Placement**

When the College tentatively creates a new or substantially modified position below salary Step 9, the Human Resources Department will notify the President or other designated representative of each bargaining unit, and provide a job description together with information on tentative bargaining unit placement (if any), classification and compensation level. At the same time, Human Resources will create an electronic workspace for such representatives to submit comments on unit placement, classification and compensation level. Comments must be submitted, if at all, within five business days, unless a longer period is agreed to by the parties. If the position reasonably could be placed in more than one bargaining unit, Human Resources will convene a meeting to discuss the issues upon the request of the representative of any such bargaining unit. Such a request must be filed within the original comment period, and the meeting will be convened within five business days after such period. Following the comment period, including a meeting if requested, a final decision on placement of a new position within or removal of a modified position from a bargaining unit shall be made by

the Human Resources Director of Compensation and Benefits, and notice of the unit placement will be provided to the President or other designated representative of each bargaining unit not later than the date of posting the position.

Either party may request use of this procedure in connection with any vacant Professional level 3 position, whether or not it is new or substantially modified.

Positions will be placed in classifications and levels to ensure that employees do not report to a supervisor at the same level, without good cause. If such placement is necessary, a Human Resources representative will notify the Association President of the placement, and the corresponding reason(s). The President will also be notified if, subsequent to the initial placement and due to unforeseen circumstances, an employee is assigned to report to a Supervisor at the same level.

Decisions regarding AFT classifications may be appealed in conformance with the provisions of Article IX.R.

## **ARTICLE II. DUTIES OF ASSOCIATION OFFICIALS**

The Association's employee representatives shall be the Association President, the Association Vice President, and their respective designees. The Association may also be represented by such non-employees as it designates. The Association will notify the Employer, in writing, of the names of its representatives and will notify the Employer of any changes that may occur from time to time, before the Employer shall have any obligation to recognize and work with such individual representatives of the Association.

Contract negotiations and grievance hearings conducted with staff member(s) designated by the Employer during regular working hours shall be considered as time worked for the purpose of this Agreement. Members engaged in these activities as provided in this Agreement will not suffer loss of compensation, provided prior agreement is reached regarding these meetings.

### **A. Visits by Non-Employee Association Representatives**

The authorized non-employee representative(s) of the Association shall have reasonable access to Employer facilities which are not otherwise restricted, for reasonable periods of time to conduct Association business related to administration and enforcement of this Agreement, provided that such visits shall not interfere with orderly and efficient business operations.

## **ARTICLE III. EMPLOYER RIGHTS**

### **A. Employer Rights in General**

1. The Employer possesses and retains the sole power, duty and right to operate and manage its departments, agencies, programs and facilities, to carry out its business, and to carry out all constitutional, statutory and administrative policy mandates and goals. Such retained Employer Rights include, but are not limited to, the right, without engaging in negotiations,



to determine and change matters of managerial policy and administrative control of the College and its facilities, equipment and operations; the mission of the Employer and its parts; the services to be provided and the methods, means, and procedures to be used in providing them; the organizational structure; the nature and number of facilities and departments and their locations; the classifications of work and the duties and responsibilities of each; to hire and increase or decrease the size of the work force; to assign personnel; to recognize and reward success; to maintain order and efficiency and use new and/or improved methods or outside assistance.

2. The Employer also reserves certain rights and powers, which are limited by the express provisions of this Agreement. These include but are not limited to, the right to discipline, suspend or discharge employees whose conduct or job performance is unsatisfactory to the Employer; to establish reasonable work rules and to fix and determine penalties for violation thereof; to fill vacancies within the bargaining unit; to lay off and recall personnel; to make judgments as to the skills and abilities of employees; and to establish and change work schedules. The Employer may exercise such expressly limited rights without engaging in negotiations, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement and, as such, the exercise of such limited rights shall be subject to the Grievance Procedure.
3. The listing of specific management rights in this Agreement is not intended to be, nor shall it be restrictive of, or a waiver of, any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the College in the past.
4. The parties acknowledge that, during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any negotiable subject or matter, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement including its supplements and exhibits attached hereto (if any), concludes all collective bargaining between the parties during the term hereof, and constitutes the sole, entire and existing agreement between the parties, and supersedes all prior agreements and practices, oral and written, expressed or implied, and expresses all obligations and restrictions imposed upon each of the respective parties during its term. However, if either party believes there is a mutually recognized past practice that should be continued or reinstated during the term of this Agreement, that party may so notify the other party, and the parties may agree to reduce the practice to writing in the form of a Letter of Understanding to be appended to this Agreement.

## **B. Policies and Procedures**

The Employer reserves the right to establish reasonable rules, regulations, policies and procedures not conflicting with the provisions of this Agreement. The Employer shall inform employees of the establishment of new rules, regulations, policies, and procedures before they are made the basis for any disciplinary action. If an employee or the Union believes that any rule, regulation, policy and/or procedure is inconsistent with the terms of this Agreement or is unreasonable as written, a grievance may be filed within 28 days after the establishment of such rule, etc. Thereafter, such rule, etc. may only be challenged as applied.

## ARTICLE IV. SPECIAL CONFERENCES

### A. Purpose

Special conferences on important matters, excluding grievances and negotiations, will be arranged between the Employer and the Association upon the request of either party.

### B. Limitations

Unless otherwise agreed, Association representation at Special Conferences shall be limited to a reasonable number of employee representatives and one non-employee representative.

### C. Agenda

Special Conferences shall be held at mutually agreed upon times, and an agenda of the matters to be discussed at a Special Conference shall be presented at the time the conference is requested. If the other party has an agenda of items it wishes to discuss, it shall be delivered before the meeting. Matters taken up shall be confined to those included on the agenda, unless otherwise agreed by the parties.

### D. Pay

Employee representatives will not lose time or pay from their regularly scheduled work while attending Special Conferences.

### E. Substitutions

This Special Conference provision is not to be used as a substitute for the Grievance Procedure and is not subject to the Grievance Procedure; nor shall participation in Special Conferences obligate either party to negotiate, modify or otherwise change the terms of this Agreement. However, this does not prohibit the discussion of grievances or items of concern to the parties in the interpretation and enforcement of this Agreement.

## ARTICLE V. PRIVILEGES AND RESPONSIBILITIES

### A. Use of College Facilities

The Association may use rooms at the College for meetings, at no cost to the Association, provided that:

1. Approval is secured from the appropriate College official in advance of the meeting.
2. The Association shall have a minimum of one hour set aside during the Prep. Assessment, Records, Advising, Placement Days prior to the beginning of Fall Semester.

**B. Use of College Equipment**

The Association is authorized to use College equipment subject to college policy.

**C. Association Notices**

The Association shall have the right to post notices of its official activities and matters of Association concern, subject to college policy.

**D. Information Requests**

The parties will provide relevant information to each other for purposes of negotiations, administering this Agreement and resolving grievances, and such other purposes as may be required under the Michigan Public Employment Relations Act (PERA). All requests for such information by either party shall be in writing and identify the information requested in sufficient detail to allow it to be readily identified and retrieved. If requested information pertains to anyone other than bargaining unit employees, the request will explain the purpose for which the information is being requested and the relevance of the requested information. Requests will be signed by an authorized representative of the party making the request. If either party believes that an information request is unreasonable or abusive, the parties will promptly meet in an attempt to reach an understanding on it. Neither party shall have any obligation to provide any information until it is requested in accordance with this provision. Neither party will be required to compile information and statistics in the form requested, if not already compiled in that form, unless mutually agreeable.

**E. Board Agenda**

The Association shall be entitled to appear on the Board agenda, provided a written notification, outlining the business to be discussed, is submitted to the President's Office 11 days or more before a regularly scheduled Board meeting.

**F. New Members and Changes in Member Status**

The Employer will furnish the Association with the following information when bargaining unit members, including probationary, provisional and reclassified personnel, are hired, terminated or have a change in status: name, department, position, title, step, level, band, salary and date of hire, termination or change in status. Such information will be provided within two weeks of the event.

**G. Employee Lists**

The Employer will make available to the Association, every pay period a list of all members of the bargaining unit, including the member's name, TUID, department, ID, position number, e-class, employment category, step, level, current salary, date of hire into the bargaining unit, mail code, home address, office phone number, home phone number (unless unlisted), and time paid for the pay period.

## ARTICLE VI. ASSOCIATION MEMBERSHIP

### A. Association Membership and Representation

Membership in the Association is voluntary. All employees have the right to join, not join, maintain or drop their membership in the Association as they see fit, subject to such standards as the Association may lawfully impose. No employee is required to provide financial support to the Association except as a voluntary member of the Association. However, nothing in this Agreement is intended to provide non-members with rights customarily and lawfully limited to Association members.

Discrimination for or against any employee, based on union membership or on employees' choices about whether or not to provide financial support to the Association, will not be tolerated. As the exclusive bargaining representative of employees in the bargaining unit described in Article I, the Association is required to fairly represent all bargaining unit employees without regard to whether or not they are members of the Association or providing any financial support to the Association.

### B. Payroll Deduction of Association Dues

During the term of this Agreement, the Employer agrees to deduct bi-weekly Association dues from each employee covered by this Agreement who has a completed and unrevoked Payroll Deduction Form on file with the College. The Association will furnish the Employer with a schedule of dues determined in accordance with law.

The Association will furnish the employer with Payroll Deduction Forms to be given to the employee upon date of hire. Completed and signed Payroll Deduction Forms will be filed by the Association with the Payroll Department. Deductions will begin with the first full payroll period following receipt of the properly and accurately completed Authorization form by the Payroll Department and will continue in effect until the Payroll Deduction Form is revoked in writing, provided no deductions will be made after this Agreement expires until a replacement agreement becomes effective. The Employer will not be responsible for deduction or remittance of dues that would reduce an employee's earnings for any pay period below the minimum wage. The employer will not be responsible for deduction or remittance of dues after an employee's employment relationship has been terminated or while an employee is on unpaid leave of absence or layoff status.

### C. Defense of Claims

The Association shall defend, indemnify and save the College harmless from any and all damages, claims, suits, or other forms of liabilities, including attorney fees, it may suffer as a result of any action the Association or an employee takes under this article, or arising from its compliance with this article. The parties agree that the Association has the right to provide and oversee the legal defense and strategy for such matters, as long as there is no conflict between the Association and the College in such proceedings. The College and the Association will cooperate in securing and giving evidence, obtaining witnesses, and making relevant information available.

## ARTICLE VII. DECLARATION OF GOOD FAITH

The parties acknowledge that during the negotiations which resulted in the Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the College and the Association for the life of this Agreement each voluntarily and unqualifiedly waive the right and agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

### A. Operations

Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. During the term of this Agreement, neither the Association nor any persons acting in its behalf will cause, authorize or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of a member from their position, or stoppage of work, or abstinence, in whole or in part, from the full, faithful and proper performance of the member's duties), any unlawful picketing or boycotts for any purpose whatsoever.

### B. Reprisals

The Association, members and representatives acting in their behalf agree that they will neither take nor threaten to take any reprisals, directly or indirectly, against any supervisory or executive officials because of any decisions, actions or statements made either personally or in the course of their official duty relative to collective bargaining, the administration of this Agreement or the educational policies of the College. The Association, members and representatives acting in their behalf further agree that they will neither take nor threaten to take any reprisals against the Board, or any member thereof, by reason of any decisions, actions or statements made by them either personally or in the course of their official duty relative to collective bargaining, in the administration of the Agreement or the educational policies of the College.

### C. Violations

The Association, members and representatives acting in their behalf will not support the action of any Association member taken in violation of this Article.

Violation of this Article by an Association member or a group of Association members will constitute just cause for discharge and/or the imposition of discipline or penalties. E. The Employer will have the right, in addition to the foregoing and any other remedies available at law, to seek injunctive relief and damages against the Association in the event of violation of this Article.

## ARTICLE VIII. AGREEMENT SAVINGS

If any provisions of this Agreement or any application of the Agreement to any member or group of members

shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law but all other provisions or applications shall continue in full force and effect.

## ARTICLE IX. CONDITIONS OF EMPLOYMENT

### A. Regular Status

1. A bargaining unit member in Regular, Post-Probationary status will be assigned to positions or job assignments that are expected, although not guaranteed, to continue indefinitely, unless their status is not renewed, as described in Section 2. below. Regular assignments are based on a fiscal year and are renewable each fiscal year.
2. The decision regarding non-renewal of a bargaining unit member in Regular, Post-Probationary status rests with the College. When bargaining unit member in Regular, Post-Probationary status is not renewed for reasons other than reduction in staff or discharge for cause, the decision will be conveyed in writing to the member not less than six months prior to the employment termination date. When a bargaining unit member in Regular, Probationary status is not renewed for reasons other than reduction in staff or discharge, the decision will be conveyed in writing to the member not less than four months prior to the employment termination date.
3. Such non-renewal decisions rest with the College and will not be subject to the disciplinary action procedure described in Section O. (Discipline and Due Process) or the Grievance Procedure described in Article XI.

### B. Temporary Status

1. Employees in Temporary status will be assigned to positions that are known to be temporary at the time of employment. The Association will be informed not less than 30 days in advance, when a temporary position is offered and the reason therefore.
2. A temporary assignment shall be issued for a period of time not to exceed one year and shall expire on the date indicated. A temporary assignment may be renewed. If a temporary assignment is renewed so that it is in effect for three consecutive years, the position must be terminated at the end of the third year unless it is re-established as a regular position. The decision regarding renewal of a temporary assignment rests with the College.
3. Temporary job assignments can be made through appointment, although competitive searches must be initiated within one year of the appointment, unless otherwise agreed by the College and the Association President or designee. If a temporary position is reestablished as a regular position, it must be posted and filled through a competitive search unless the incumbent was placed in the position by a competitive search.
4. The Association will be informed of the status of each temporary assignment not less than 30 days in advance of the expiration of the assignment.

### **C. Provisional Status**

1. Employees in Provisional status will be assigned to positions known to be provisional. The Association will be informed not less than 30 days in advance when a provisional assignment is offered and the reason therefore.
2. The duration and renewal of a provisional assignment depends on continued external funding (e.g., through grants, contracts or the like) acceptable to the College.

### **D. Probationary Period**

1. All new employees under regular status or provisional status shall serve a probationary period of twelve months from date of hire during which time they will be termed “probationary employees.” New employees hired into temporary status shall be deemed “probationary employees” as long as they are in temporary status.
2. In the event an administrative member is rehired within one year of a previous administrative assignment, or a member in a Regular Probationary status is transferred to another position in the bargaining unit, the time served in the previous position shall apply to the probationary period on an FTE prorated basis, to a maximum of one year.
3. The probationary period may be reduced if an incumbent College employee is hired into this bargaining unit, and retains at least 75% of the assigned duties from their most recent assignment outside of this bargaining unit and has satisfactorily performed those duties for at least two years. In such cases, the revised probationary periods will range from three to twelve months, dependent upon the College’s assessment of the relevant circumstances.
4. An additional six months of probation may be required for employees in regular probationary status or provisional status at the discretion of the supervisor based on documented review of the employee’s unsatisfactory work performance or to allow probationary employees to adequately learn and exhibit performance in positions that have a cyclical nature. This additional six months of probation may be extended one additional time for a period of six months at the discretion of the supervisor based on documented review of the employee’s unsatisfactory work performance. A performance improvement plan (PIP) may be issued as part of a probationary extension and employees will have a minimum of one week to provide input, objections, or ideas for a PIP issued.
5. An additional six months of probation may be required for employees in regular probationary status or provisional status at the discretion of the supervisor based upon supervisory change during the course of the probation period to allow for adequate time to assess employee work performance, this is separate and distinct from any extended probationary period as a result of work performance.
6. A decision regarding the discharge of a probationary employee will not be subject to the disciplinary action procedure described in Section O., Discipline and Due Process, or in the Grievance Procedures, described in Article XIII.

7. HR will determine the end date of a probationary period based on the terms outlined in the contract above and no probationary period will end by default. The process by which an employee moves from probationary to post-probationary will be developed and implemented by HR. HR will provide the Union with quarterly reports detailing all current probationary employees that will include probationary status and current end date of all probationary periods. Employees will be notified of any change in probationary status or end date for probationary status no later than 30 days prior to the termination date of their twelve-month probationary period or probation extensions.

The College will provide training to all supervisors relating to the changes listed in Section 1 above.

#### **E. Flexible Work Schedules**

Bargaining unit members' requests for temporary or ongoing flexible work schedules require advance approval by their immediate supervisors.

1. Such requests will not be unreasonably denied or withdrawn, based upon the business and operational needs of the College.
2. Approved work-related travel will be considered as time worked up to the employee's normal work schedule (i.e., 5 days, 8 hours; 4 days, 10 hours; etc.)

#### **F. Termination by the Member**

A member may terminate their employment by giving written notification to the employee's immediate supervisor and the Executive Director of Human Resources of the College no later than three weeks prior to the employment termination date.

#### **G. Position Descriptions**

Position descriptions will be established for all bargaining unit positions. Each position description shall include:

1. The administrative title.
2. The duties and responsibilities of the position.
3. The title of the immediate supervisor's position.
4. The rated FTE of the position.

#### **H. Administrative Transfer**

The following procedure provides for the transfer of administrative personnel to other functions without reduction of quality of service to the Institution, while providing adequate opportunity for the College to seek qualified replacements:



1. A member may apply for a transfer to another administrative position, when such a position is available, if they can demonstrate qualifications necessary to meet the requirements of the position.
2. The conditions in this section should not be interpreted to preclude the possibility of dismissal for cause of post-probationary members or the nonrenewal of their status. In cases of dismissal for cause, the individual shall be afforded the right to due process described in Section O. (Disciplinary Action).

### **I. Administrative Vacancies**

The College retains the ultimate authority regarding the filling of all vacancies.

1. In the event that the College creates a new administrative position or a vacant administrative position is to be filled through a competitive search process, the Human Resources Executive Director or designee will provide the President of the Association with a copy of the job posting at the time of advertisement.
2. Application for another position, whether within the College or elsewhere, is recognized as a professional right and shall not affect adversely a member's status in their present position.
3. College administration shall make an effort to identify qualified internal candidates to fill vacant positions.

### **J. Trial Period**

Any member placed in an administrative vacancy in the bargaining unit through a competitive bid process or a transfer shall be given a trial period in the new position. The trial period may last for up to one year and will normally last at least three months except in unusual circumstances. The trial period may end earlier if the member has demonstrated the ability to perform the new position successfully or has clearly demonstrated a lack of ability to make normal progress in performing the new position. If it is found by the member or the College that the member is not able to successfully perform the job requirements of the new position, the member shall be returned to their former position unless it has been filled. Otherwise, the member may be transferred to a comparable vacant position. The vacancy may then be filled with another applicant in accordance with this Agreement. If it is necessary to return an employee to their former position, the College may also reverse other assignments which have resulted from the original change in assignment.

### **K. Interim Assignments**

A member may be given an Interim Assignment to a position within the bargaining unit or to a position outside of the bargaining unit for up to a one-year period, which may be extended by mutual agreement, for an additional year. A member given an Interim Assignment will continue to accrue seniority in this bargaining unit. At the end of an Interim Assignment, such member shall have the right to return to their former position (if it still exists) at the rate the member would have received absent the interim assignment, or to another mutually agreed-upon bargaining unit position the employee is qualified to perform, absent just cause and subject to the other provisions of this Agreement.

## **L. Seniority**

Members of the bargaining unit will accrue seniority in the following manner:

1. Seniority for all members will be based on date of hire, and prorated on an FTE basis for employment in a part-time position in the bargaining unit after July 1, 2008.
2. Members on approved leaves of absence will accrue seniority.
3. Seniority will accrue on a prorated basis for any partial year of service.
4. In the event a part-time employee moves to a full-time position, or vice versa, seniority earned shall be retained.
5. In the case of a reduction in staff, the member will have their seniority frozen while laid off.
6. In the event a member moves to an interim position, seniority will continue to accrue on an FTE basis. Use of seniority is limited to the subjects described in this Agreement as being controlled by seniority.

## **M. End of Employment Relationship**

An employee's employment relationship with the College under this Agreement is automatically terminated:

1. If the employee resigns, quits, retires, or begins receiving a pension (including a disability pension) from a plan sponsored by the College;
2. If the employee's contract is non-renewed in accordance with this Agreement or the employee is discharged or terminated and not reinstated through the procedures set forth in this Agreement;
3. If the employee accepts a settlement from the Employer for permanent disability.

An employee whose employment relationship has terminated has no right to re-employment but may be re-employed at the discretion of the College, in which case the member's seniority will be reinstated after completion of any required probationary period.

## **N. Reduction in Staff**

The Association recognizes the exclusive right of the College to determine monetary savings to be achieved by reduction in personnel and/or operations and the exclusive right to determine the department(s) and position(s) in which such reductions will be made. Prior to any reduction in staff within the bargaining unit due to economic necessity, the Association will be provided an opportunity to present to the President and the Board, the Association recommendations regarding such reductions for the consideration of the Board prior to final Board decision.

## 1. Layoff

- a. If the College determines a reduction in staff in a regular, internally funded position is necessary due to economic necessity, the layoff will occur in the following order within the affected department position and job status (full-time for full-time positions/part-time for part-time positions): probationary employees will be laid off first followed by the least senior employees, provided the remaining employees presently have the necessary qualifications (including but not limited to training, experience, skill, ability and availability) to efficiently perform the required work. Those members affected under this subsection shall be notified as soon as feasible prior to the effective date of the layoff that their positions are to be eliminated but in no event less than 60 calendar days. Salary and benefits will continue throughout the notification period if the layoff begins before the period is satisfied.
- b. If the College determines a reduction in staff is necessary in a position funded 50% or more through external funding, grants, contracts or the like, the layoff will occur in the following order within the affected department, position and job status (full-time for full-time positions/part-time for part-time positions): probationary employees will be laid off first followed by the least senior employees, provided the remaining employees presently have the necessary qualifications (including but not limited to training, experience, skill, ability and availability) to efficiently perform the required work. Those members affected under this subsection shall be notified as soon as feasible prior to the effective date of the layoff.
- c. In the case of the same hire date, in the presence of the Association president, employee names will be drawn by Human Resource's personnel. The employee's name drawn is the one to be laid off.
- d. The Association will be notified of all affected members at the time the members are notified of the layoff. A member being laid off will be allowed Association representation if requested.
- e. During the first year of layoff, the College will automatically consider a laid off member to be a candidate for any vacant bargaining unit position, and such member will be given an opportunity to interview in appropriate circumstances. Affected members are encouraged to contact Career Employment Services which will provide outplacement assistance to laid off employees.

## 2. Recall

For a period of one year from the effective date of the layoff, no new bargaining unit members will be hired to fill the position vacated because of a layoff until after the laid off member has been offered the opportunity to return to this vacated position. If the reduction in staff affects more than one bargaining unit member, within a designated department and position, the bargaining unit member(s) will be returned in the reverse order of the layoff order mentioned above. The Association will be notified of all affected members at the time the members are notified of the recall.

3. Personal Information Updates

It shall be the employee's responsibility to notify the Employer of any change in address or telephone number. If requested by the employee, the Human Resources Department will provide written or electronic confirmation that a requested change of address or telephone number has been made. The employee's address and telephone number as they appear on the Employer's records shall be conclusive.

The layoff process shall not be used as a substitute for the just cause provisions of this agreement. Upon request, a bargaining unit employee who is laid off will receive a letter from the Employer which indicates that the member's layoff was not a result of unsatisfactory performance.

**O. Performance Reviews**

Refer to Appendix B: Performance Reviews

**P. Discipline and Due Process**

1. Just Cause

Except as otherwise provided in this Agreement, all disciplinary action shall be for just cause. Just cause shall not be required in the case of discipline or discharge of probationary employees.

2. Progressive and Corrective Discipline

The parties subscribe to the principles of progressive corrective discipline in cases in which it appears likely to successfully correct an employee's unsatisfactory conduct or behavior. However, progressive corrective discipline shall not be required in the case of serious infractions which justify immediate suspension or discharge, or in other cases in which it does not appear likely to result in successful correction.

Disciplinary action shall range from Level 1 (least severe) to Level 4 (discharge). Level 1 will be for relatively minor problems where the employee has had few, if any, prior problems. Level 2 will be for repeat or frequent or multiple minor problems. Level 3 will involve a suspension without pay for one to five work days and will be for more serious problems or for continuing problems after the employee fails to respond to lesser discipline. Level 4 will involve discharge and will be for serious problems or for continuing problems after the employee fails to respond properly to Level 2 or Level 3 discipline. Nothing contained in the Agreement shall be construed to prevent the Employer from imposing Level 2, Level 3 or Level 4 discipline immediately (after informal hearing) in appropriate cases or from suspending any employee pending further investigation.

3. Investigations

Except in unusual circumstances, an employee subject to possible discipline will be interviewed by the Employer prior to a decision being made about whether or not to take disciplinary action. In deciding what (if any) disciplinary action to take, the Employer shall

consider the employee's prior disciplinary record, including evidence of good or improved behavior, and past performance reviews. An employee shall, upon request, be accompanied by an Association representative during investigatory interviews which could reasonably be expected to lead to disciplinary action against the employee.

#### 4. Hearings

Before imposing Level 3 or Level 4 discipline, the Employer shall (in addition to any investigatory interview) offer an employee an informal hearing during which the employee is informed of the allegations against them and the general nature of the evidence and is given an opportunity to respond by providing evidence and explanation. If requested by the employee or the Employer, an Association representative shall attend any such hearing and represent the employee.

#### 5. Disciplinary Reports

The Employer shall notify an employee of any disciplinary action taken against the employee. Such notice shall be in the form of a written disciplinary report, briefly describing the specific incident or infraction. If requested by the employee or the Employer, an Association representative shall attend a meeting called for the purpose of imposing Level 3 or Level 4 disciplinary action. A Level 3 discipline shall state the duration of the suspension without pay, which shall be based on the nature of the incident and the number and nature of any previous disciplinary actions. Any disciplinary notice shall be placed in the disciplined employee's personnel record, and a copy given to the disciplined employee and another copy sent to the Association President. The employee shall be given an opportunity to sign the disciplinary report, and to write a response or rebuttal to be placed in the employee's personnel record.

### **Q. Position Review**

#### 1. Basis for Request

A written request for a Position Review may be submitted by an employee, the Association President or a supervising administrator who believes a substantial change in the employee's assigned job responsibilities or workload has occurred. (Appendix C, "Request for Position Review Form"). Relief for the position shall be provided only:

- a. If such changes are the result of continuation of a previously approved grant of Responsibility Dollars; or
- b. If such changes are indefinite in duration and have resulted in at least half of the employee's time being spent on duties appropriate only to a different position level or band (by comparison to the historic base, rather than looking only at recent incremental changes); or
- c. If such changes are indefinite in duration and require that clearly unreasonable amounts of time be spent over an extended period to perform the assigned work.

#### 2. Frequency

Position Review requests for any position will be limited to two requests by an employee or the Association President in any twelve-month period. This shall not prevent the College from requesting reclassifications as needed.

3. Process

- a. A requesting person will initiate the review process by submitting a completed Position Review request form, a revised and updated job description, a completed job analysis questionnaire and an updated organizational chart to the supervising administrator and employee involved, Human Resources, the Association President, and the ELT Member for the employee's area, to provide additional details regarding the position for classification purposes. The Position Review request form and the job analysis questionnaire will be made available on the College shared drive. These documents will contain inquiries about the employee's duties and responsibilities, amount of time spent on each duty or responsibility, changes in duties and responsibilities or work load since the position was last classified, a description of any unusual one-time projects or substantial new temporary responsibilities that have been added to the employee's duties, and other relevant information.
- b. Within ten business days of receiving the request, the Human Resources Manager assigned will convene a meeting with the employee, supervising administrator, Association President or designee and the ELT Member or designee, unless a desk audit is deemed necessary by the designated HR representative. A desk audit will be required if the request is based on subsection 1(c) of this section. If a desk audit is necessary, it will be conducted as soon as practicable and the meeting will be convened within ten business days after the desk audit is completed. The purpose of the meeting is to discuss and attempt to reach agreement on facts about the employee's actual job duties and responsibilities, amount of time spent on each duty or responsibility, changes in duties and responsibilities since the position was last classified, expected duration of such changes, and other relevant information. Within five business days after such meeting, the Human Resources Representative will issue a proposed report of the meeting, setting forth the facts as disclosed at the meeting, and will circulate the report to the individuals who participated in the meeting. Each participant can add comments to the report and return it to the ELT Member and Human Resources Representative within five business days. The Human Resources Representative will finalize and forward the final fact report (including comments and all documents submitted in connection with the request) to the review panel consisting of the Senior Vice President or President, as appropriate, for the employee's area, Human Resources Director of Total Compensation and Employment, and the Association President.
- c. The Human Resources Director of Total Compensation and Employment or designee will convene a meeting of the review panel within five business days of receiving the fact report, unless otherwise agreed. The meeting will be for consideration, discussion and recommendation on the questions raised by the Position Review. Within five business days after the meeting, the Human Resources Director of Total Compensation and Employment or designee will draft a written, proposed recommendation to

reclassify or restructure the position due to indefinite changes, to provide a temporary compensation supplement due to short-term changes, or to refrain from any such action. The recommendation shall be accompanied by an explanation of the facts and reasoning supporting the panel's recommendation. The draft will be circulated to the participants on the review panel, who may add comments and return the draft to the Director of Total Compensation and Employment or designee within five business days, unless otherwise agreed. The Human Resources Director of Total Compensation and Employment or designee will then make a decision (approving or disapproving the request), in writing, explaining the basis for the decision. Copies of the final decision will be forwarded to each participant in the fact finding and review panel meetings, described in b. above.

- d. The final decision will be made within six weeks of receipt of request for position review in Human Resources.

#### 4. Outcomes

- a. If a request is approved under subsection 1(a), the employee may be granted a monthly stipend in any amount up to \$1,000.00 per month (prorated for FTE) for up to six months as extra compensation for the extra work. If more time is required, the process may be repeated.
- b. If a request is approved under subsection 1(b), the employee shall be reclassified and the employee's pay shall be adjusted in accordance with [cross reference to Rate of Pay]. c. If a request is approved under subsection 1(c), the position may be restructured or some duties may be eliminated or reassigned to others.
- c. If a request is approved under subsection 1(c), the position may be restructured or some duties may be eliminated or reassigned to others.
- d. Upon an approved request for position review that involves a change in compensation, the change in compensation will be calculated from the "Additional duties begin date" as specified on the Request for Position Review form.

#### 5. Appealing Classification Decisions

- a. Within 14 days of receipt of appeal of decisions by the Human Resources Director of Compensation and Benefits specified in Article I.C, Article IX.P, or Article IX.R, the Association President may convene a meeting of a review panel consisting of an AFT representative, a Human Resources representative and the respective ELT member or designee.
- b. If the Review panel members do not agree with the with the decision of the Human Resources Director of Compensation and Benefits, they may submit a written appeal to Executive Director of Human Resources, within 14 days of the Review Panel meeting. The written appeal shall contain a brief explanation of the reason(s) for the appeal.

- c. Executive Director of Human Resources, will confer with the Senior Vice President of Business Operations and the Provost, and render a final and binding decision (approving or denying the appeal), in writing, explain the basis for the decision, within 14 days of receipt of the written appeal. Copies of the final decision will be forwarded to each member of the Review Panel specified in T.1, above.

## **R. Responsibility Dollars**

Responsibility dollars are paid to employees who take on additional responsibilities that are temporary in nature, of no less than 60 days and up to 6 months, which may be renewed for up to an additional 6 months. Compensation will be provided when responsibilities are either for unusual one-time projects or primary responsibilities normally assigned to someone with a higher job classification. The duties associated with the higher classification must be work performed by a position at least two grades higher than the employee's current classification. Responsibility dollars are not provided to employees for additional work related to normal fluctuations in workload or changing responsibilities within an employee's scope of responsibility.

### 1. Process

- a. The direct supervisor assigning the additional responsibilities will propose the assignment and the application of responsibility dollars in writing to the manager's supervisor at the level of Dean or above.
- b. If approved, the proposal will be provided to the Executive Director of Human Resources. (Appendix D, "AFT Request for Temporary Responsibility Dollars"). The Association President will receive a copy of the proposal.
- c. The proposal will include a description of the additional responsibilities, as well as the starting date and ending date for the additional responsibilities.
- d. The approval of responsibility dollars will not exceed six months. If more time is required to complete the assignment, responsibility dollars can be extended by submitting another Appendix D, "AFT Request for Additional Responsibility Dollars" Form extending the dates for payment (not to exceed 26 weeks). If after the second request more time is still needed to complete the assignment then a Position Review Request Form must be submitted and the process for Position Review completed.
- e. The amount paid for these responsibilities will be based on an FTE annual stipend for administrators of \$6,000 or \$12,000 (\$230 or \$460 per bi-weekly pay period) as determined by Human Resources after consultation with the Association President.
- f. The Human Resources Director of Compensation and Benefits will review the proposal and notify the manager and the Association President of the final decision within three weeks of receipt of the request for responsibility dollars in Human Resources.



- g. If the proposal is approved, the Human Resources Director of Compensation and Benefits or designee will notify payroll of the amount and duration of the additional pay.
- h. Human Resources will maintain an electronic file with details of all responsibility dollars. The Association President will be given access to the file.

**S. Administrators' Teaching Responsibilities**

- 1. If the Association has objections for the requirement of an administrator teaching within the department they administer, it may submit its objection to Human Resources in writing. Human Resources will respond to the objection, in writing, within 14 days. If the Association still objects to the requirement for teaching as a required duty, it may appeal the Human Resources decision to the Provost, for a final decision.
- 2. Administrators' teaching responsibilities shall be in alignment with the language in the LCC-MAHE Collective Bargaining Agreement, Article XIII, I.

**ARTICLE X. MEMBER BENEFITS**

**A. Holidays**

Eligible full-time and part-time members will not lose pay from their regular salaries because of the Employer's closure for the following recognized holidays:

- a. New Year's Day
- b. Martin Luther King, Jr. Day
- c. Memorial Day
- d. Juneteenth
- d. Independence Day
- e. Labor Day
- f. Thanksgiving Day
- g. The Day Following Thanksgiving Day
- h. Christmas Day
- i. Two additional holidays, the day before Christmas and the day before New Year's Day, granted whenever Christmas Day and New Year's Day fall on a Tuesday, Wednesday, Thursday, or Friday.

Members are eligible if they work their scheduled hours or are on approved paid leave on the work day prior to and the work day immediately after the holiday.

When a recognized holiday falls on a Saturday or Sunday, it will be recognized by the Employer on the date specified by the U.S. Government.

Days the College is closed will be considered paid days for all purposes of this agreement.

## **B. Paid Vacation Leave**

1. Incumbent eligible bargaining unit members who are active or on short term paid leaves of absence as of July 1, 2022, July 1, 2023, and July 1, 2024, will be granted paid vacation (full time) or vacation/paid time off (part-time) for the ensuing fiscal year with the expectation that they will work in the bargaining unit for the entire fiscal year, in accordance with the following chart:

2. Vacation/PTO Chart

| <u>Status</u>  | <u>Vacation/PTO Granted</u> |
|--|-----------------------------|
| Full-time employees                                  | 25 days                     |
| Part-time employees with 0-2 full years of service   | 5% of scheduled hours       |
| Part-time employees with 3-5 full years of service   | 6% of scheduled hours       |
| Part-time employees with 6-9 full years of service   | 7% of scheduled hours       |
| Part-time employees with 10-13 full years of service | 8% of scheduled hours       |
| Part-time employees with >13 full years of service   | 9% of scheduled hours       |

3. Vacation/Paid time off (PTO) for part time bargaining unit members includes time for vacation and sick leave.

4. Members entering the bargaining unit after the start of a fiscal year (July 1), or returning from unpaid leaves of absence after the start of a fiscal year (July 1) and have not received a vacation grant for the fiscal year will be granted a prorated portion of the days or hours indicated in section B.1., above, for each month of the fiscal year that the member is scheduled to work for at least half of the month.

5. Layoff, retirement, or termination of employment

a. Bargaining unit members who are laid off, retire, or are terminated shall be paid for any earned but unused vacation days or hours, including days or hours earned during the fiscal year they are laid off, retire, or are terminated, except for those bargaining unit members who are terminated for egregious misconduct, or who voluntarily terminate employment without three weeks' written notice to the employee's immediate supervisor and the Executive Director of Human Resources.

b. Bargaining unit members who are laid off, retired, or are terminated shall have the value of any vacation days or hours, paid in excess of the amount earned at the time of layoff, or retirement, deducted from future compensation, as legally permissible.

c. Bargaining unit members who are terminated for cause will not receive pay for any earned and unused vacation unless they enter into a negotiated, written settlement of a verbal grievance regarding their termination, provided that the settlement agreement includes such payment. The settlement agreement may include waiver of the notice period cited in subsection b, above, or payment for earned and unused vacation during the notice period.

d. All payments for vacation time not used shall be based on the current rate of pay.

6. Full-time members may carry forward a maximum of 200 hours of earned vacation from one fiscal year to the next. Exceptions may be requested through the Human Resources Department.
7. Part-time members may carry forward a maximum of 200 hours of earned vacation/PTO from one fiscal year to the next.
8. All requests for all paid leave specified in this Article must be made in writing, using accepted department and Human Resources procedures. All such requests must be made as far in advance as possible.
9. Approved vacation benefits may be used in increments of one hour.

**C. Leaves of Absence with Pay – General Provisions**

1. All requests for leaves of absence with pay shall be submitted to and approved by the member's immediate supervisor.
2. Members shall not accrue or earn sick leave days or vacation days while on an approved leave of absence with pay. Insurance benefits shall continue for the duration of a leave of absence with pay.
3. Accrued but unused sick leave days and vacation days will be reinstated upon the member's return to work.
4. Members who terminate employment prior to the end of the fiscal year will be responsible to reimburse the College, through payroll deduction, for paid leave time taken but not earned.

**D. Jury Duty**

A jury duty leave shall be granted to a full-time or part-time member who is obligated to serve as a juror in court. A member requiring jury duty leave shall inform their administrative supervisor within three working days after receiving a jury summons. Any member who is excused from jury service during regularly scheduled work hours shall report for work for the remainder of the day.

A full-time or part-time member who is called to and reports for jury duty shall be paid by the Employer for each day partially or wholly spent in performing jury duty, if the member otherwise would have been scheduled to work for the Employer and does not work, an amount equal to full pay for the member's regularly scheduled hours of work necessarily lost during such leave, provided the member pays over to the Employer all juror fees, excluding mileage, received by the member.

In order to receive payment for jury duty service, a member must give their Supervisor and the Payroll Department prior notice that they have been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on days for which payment is claimed. The provisions of this Section are not applicable to a member who, without being summoned, volunteers for jury duty or a member with less than one year's service at Lansing Community College.

## **E. Bereavement**

1. When a death occurs in a full-time or part-time member's immediate family, the member, upon request, will be excused for a maximum of five weekdays following the date of death for purposes of making arrangements, attending the funeral or memorial service, etc.
2. Special circumstances may warrant deviation in granting bereavement leave as mentioned above. These deviations are subject to the approval of the immediate supervisor and the Human Resources Director. Whenever possible, requests for deviation will be made prior to the commencement of the leave.
3. For purposes of this subsection, a member of the member's immediate family is defined as current spouse, current domestic partner, parent, parent-in-law, child, child-in-law, sibling, half-sibling, sibling-in-law, grandparent, grandchild, step-parent, or step-child.

## **F. Personal Leave**

1. Incumbent eligible full-time bargaining unit members who are active or on short term paid leaves of absence as of July 1, 2022, July 1, 2023, and July 1, 2024, will be granted paid five days personal leave days for the ensuing fiscal year.
2. Personal leave allowances for full-time members entering the bargaining unit or returning from an unpaid leave of absence after July 1 and who have not received a personal leave grant for the fiscal year will be granted a prorated portion of the personal time specified in Section F.1. of this Article on the basis of the number of full months scheduled to be worked for the remainder of the fiscal year at a rate of four hours per month, not to exceed five days or 40 hours per year.
3. Paid personal leave may be taken, upon the approved authorization of the eligible employee's immediate supervisor, in as little as one-hour increments. Unused personal leave days will not be carried over from one year to the next.

## **G. Sick Leave**

1. Twelve sick leave days will be granted to each full-time member on July 1 of each year. Sick leave days are earned at the rate of one day per each month of employment and shall accumulate up to a maximum of 150 days for full-time members.
2. Full-time members who commence work with the Employer will be granted one sick leave day for each remaining month from the date of employment through the following June 30. A member beginning work on or before the 15th of any month will be credited with a sick day for that month. If work is begun on or after the 16th of the month, no credit will be given for that month.
3. Members will be notified of the number of sick leave days accumulated on an annual basis.

4. Absence necessitated by an illness or injury resulting from the performance of services for the Employer and covered by the provisions of the Worker's Compensation Act, will not be chargeable to a member's sick leave.
5. In cases where a member frequently claims personal illness or when their ability to perform assigned duties appears to be impaired, the Employer may require a medical or psychological statement certifying that the member is capable of performing their assigned duties. When such a medical or psychological statement is required, the physician or psychologist will be selected and paid by the Employer.
6. The maximum number of sick leave days that may be used at any one time is the number of days necessary to carry the member through the 90-calendar day qualification period for long term disability insurance.
7. Sick leave days shall be used only for the following purposes:
  - a. The member's illness, accident or hospitalization or;
  - b. Illness in the member's immediate family (up to ten days per year). For purposes of this subsection, a member of the member's immediate family is defined as current spouse, current domestic partner, parent, parent-in-law, child, child-in-law, sibling, half-sibling, sibling-in-law, grandparent, grandchild, step-parent, step-child, or other person residing in the employee's house.

#### **H. Paid Family Medical Leave**

Bargaining unit members who apply for and are approved for leave under the Family Medical Leave Act will be eligible for up to two weeks of paid time per year to cover time not worked related to the approved family medical leave.

#### **I. Sick Leave Bank**

1. Bargaining unit members may donate up to 40 hours annually of their own sick leave to the Union Sick Leave Fund for purposes of providing sick leave to full-time members who have exhausted their own sick leave or to part-time members.
2. The Union shall carry forward any unused hours from year to year up to a maximum cap not to exceed 24 hours times the number of full-time bargaining unit members at the end of the fiscal year.
3. Full-time members who apply for usage of these funds must exhaust their own personal bank of allowable sick time hours before being considered for additional sick leave hours. Part-time members who apply for usage of these funds must exhaust their own paid vacation before being considered for paid sick leave hours. Usage of the bank may be authorized to enable members to provide care to a member of the member's immediate family incapacitated by a catastrophic illness or injury, subject to the limit in subsection G.7.b., provided the member

Has 40 hours or less of accumulated vacation hours. Exceptions will be reviewed on a case-by-case basis.

4. The Union shall govern the Sick Leave Fund and its disbursement to members who are on approved leave of absence.
5. The Employer will notify the Union of the number of sick leave days donated to, used from, and accumulated in the bank on an annual basis.

## **J. Professional Development Leave**

A full-time member shall be eligible for a Professional Development Leave upon completion of six continuous years of full-time service at Lansing Community College. The purpose of such a leave is the enhancement of the member's personal competence through study, research, writing, or other professional pursuits.

1. Applications for Professional Development Leave shall be submitted to the Human Resources Department on the "Professional Development Leave Application Form" (Appendix E) at least 90 days prior to commencement of the leave. A copy of the application form will be forwarded to the President.
2. An outlined program plan for the period of leave requested shall be presented with the application for Professional Development Leave. This plan shall include details for either study in an accredited college or university or a problem or project in research to be pursued independently by the applicant, provided that such a problem or project is related to their professional position.
3. All applicants for Professional Development Leave shall be reviewed by a committee consisting of the applicant's Dean or Director, Vice President, Human Resource Director, and President of L.C.C.A.A./AFT Michigan, or their designees. This committee will review the request and make a recommendation for or against granting the leave, citing the reasons. The committee's recommendation will be forwarded to the President for review and recommendation for or against granting the leave, citing the reasons. The President will forward their recommendation to the Board of Trustees for action. In determining who shall be recommended for Professional Development Leave, the committee and the President shall consider, among other factors, the following:
  - The comparative merit of the application and the value of the leave to the College.
  - Contributions of the applicant to the College.
  - Enhancement of the applicant's competence through the stated purposes of the leave.
  - Length of service of the applicant.
  - The current number of administrators on Professional Development Leave.
4. If a member overstays a leave of absence without providing a reasonable explanation to their

Supervisor within three weekdays of the termination of the leave, they shall be terminated from employment.

5. If a member's application is denied, supporting documentation for the denial will be presented upon request.
6. The Professional Development Leave shall be no longer than a period of one year. Compensation for the Professional Development Leave will be dependent upon the total extent of the leave, in accordance with the following schedule:

| Total Extent of Leave | Compensation      |
|-----------------------|-------------------|
| 0-4 months            | Full Salary       |
| 5-8 months            | Two-thirds Salary |
| 9-12 months           | On-half Salary    |

7. A member who is granted a Professional Development Leave will sign an agreement to return to the College for a period of one year or to repay the College the full amount of any compensation received while on leave, including salary and cost of member benefits.
8. A member who is granted a Professional Development Leave shall agree to file a detailed written report to be submitted to and discussed with their Divisional Dean upon return from the Professional Development Leave.
9. A member on Professional Development Leave shall continue to receive all member benefits as though the member were on their regular assignment except as provided below in Section 10. and shall receive all improvements to compensation granted other members during their Professional Development Leave period.
10. A member on Professional Development Leave shall not accrue or earn sick leave days or vacation days.
11. No Professional Development Leave shall be granted for taking employment for pecuniary advantage elsewhere. Scholarships and fellowships in approved colleges and universities or grants that do not interfere with the program of professional improvement are accepted.

## **K. Leaves of Absence Without Pay**

### **General Provisions**

1. Except as specifically provided for in any of the following provisions, no payments of any kind will be made by the Employer to or for a member on any leave of absence without pay.
2. Members shall not accrue sick or vacation days while on unpaid leave, nor shall insurance benefits be provided except where specified by the Family Medical Leave Act. Unless prohibited by the insurance carrier, the Employer shall allow a member on a leave of absence without pay to continue their insurance benefits through the Employer's insurance plans, provided the member is responsible for all premium payments.

3. All requests for leaves of absence without pay shall be made in writing and shall be submitted initially to the member's immediate supervisor. They shall be subject to the approval of the member's immediate supervisor and such other official as the Employer may designate, and the Executive Director of Human Resources or designee.
4. Members wishing to return to work prior to the termination of their leave must first secure the approval of the member's immediate supervisor and such other official as the Employer may designate, and the Executive Director of Human Resources or designee.
5. If a member overstays an approved leave of absence without providing a reasonable explanation to their supervisor within three weekdays following expiration of the leave, they shall be terminated from employment. For the life of this agreement, the days between Christmas Day and New Year's Day will be considered as unpaid leave days.

### **Military Leave**

Any members who enter the military service of the United States (including units of the Reserve or National Guard) shall be granted leaves of absence and reinstatement or re-employment rights as required by applicable law and regulations, provided they comply with law and policies relating to prior notice of leave and eligibility and procedures for return to work. During a military leave, members shall not earn, accrue or use any employment benefits except as provided by applicable law and regulations.

### **General Unpaid Leave**

Upon written request, a full-time or part-time member may be granted a general unpaid leave of absence by the Employer, without pay or benefits, not to exceed one year in duration. General unpaid leave shall be used in increments of at least one week, and may be used for purposes of continuing education, caring for an incapacitated member of the member's immediate family, child bearing or adoption, or taking care of similarly important matters that cannot be handled without such a leave.

### **Professional Leave of Absence**

An unpaid leave of absence of up to one year may be granted to a member upon application for the purpose of advanced study, work experience in their field or in other areas. The Employer may extend such leave beyond the one-year limit if it so desires. Requests for such leave shall be made no later than 90 days prior to the commencing day of the leave. For leaves of absence less than one year, benefits will be prorated based on time worked. No leave time will be deducted.

### **Public Office Leave**

A leave of absence without pay shall be granted to a full-time or part-time member who has completed the probationary period, for purposes of seeking or filling an elective or appointive public office, provided the member's activities do not violate applicable law or ethical standards, and provided a request for such leave must be submitted at least three months prior to the requested commencement date. Seniority and other benefits shall be frozen and shall not accumulate during the period of any such leave.

### **Court Appearances**

Members shall be granted time off without pay when compelled to testify or participate in a court case or administrative hearing, unless they use approved paid vacation or paid personal leave. Any



member who is required to testify in a case or hearing as part of their job duties or in which the Employer is a party and the member is not an adverse party, shall be considered to be on-duty during such time. This provision does not apply to contractual grievance arbitrations.

### **Health Care**

During the term of this Agreement, full time members shall be eligible to participate in a group health plan, a group dental plan and a group vision plan with the same benefits and same cost sharing as applied to other bargaining units through the Health Care Task Force/Labor Coalition process, or any successor process involving a majority of the Employer's bargaining units. Part-time members shall be eligible to participate in such components of these plans, and on the same cost-sharing basis, as extended to other part-time employees through the Health Care Task Force/Labor Coalition process, or any successor process involving a majority of the Employer's bargaining units that encompass part-time employees (refer to Lansing Community College website for Health Care Agreement).

### **L. Long-term Disability**

1. The Employer shall maintain a long-term disability (LTD) policy for all eligible fulltime bargaining unit members, which will be developed and maintained in conformance with the College Purchasing Policy with input by the Joint Health Care Task Force. These benefits will be reduced by payments from federal social security, Michigan Public School Employees Retirement Fund, the Optional Retirement Plan, and from worker's compensation benefits for the period specified in the policy. Full-time bargaining unit members become eligible for LTD coverage effective the first day of the month following the date of hire.
2. Bargaining unit members may draw days from their personal accumulation of sick leave days until they become eligible for long term disability insurance (maximum of 90 consecutive calendar days).
3. LTD benefits will be limited to 24 months for those bargaining unit members who are disabled due to a nervous or mental condition, or for substance abuse. For employment purposes, if the bargaining unit member's disability continues for a period of two or more years, the bargaining unit member will be terminated from employment after the 24th month.
4. The Employer shall pay its portion of the monthly health insurance premium for twelve months, which will be concurrent with any available Family Medical Leave Act benefits, from the date of the bargaining unit member becoming eligible for LTD. This payment will not be made for bargaining unit members who are not enrolled in a health insurance program through the Employer on the date of disability. Bargaining unit members shall continue to be responsible for their monthly premium contribution. The LTD benefit is governed by the provisions of the written policy, a copy of which is available in the College-wide Human Resources Office.

### **M. Retirement**

Retirement of members will be handled in accordance with the regulations established by MPSERS and in conformance with the appropriate State and Federal laws. Effective April 1, 1999, full-time bargaining unit members shall have the option of participating with the Michigan Public School Employees Retirement System (MPSERS) or the Optional Retirement Plan (ORP). The election to

participate in the ORP must be made within 90 days from the date of hire and shall be an irrevocable choice. (Appendix F, "Optional Retirement Plan Provisions).

#### **N. Admission to Lansing Community College Courses**

1. Full-time members will be granted tuition scholarships for Lansing Community College courses they desire, so long as there is no conflict with their own assignments. It is recognized that enrollment may be limited by such factors as facilities and equipment limitations and current safety standards.
2. Dependents of full-time members, as defined by the Federal Internal Revenue Service for income tax purposes, of members of Lansing Community College will be granted tuition scholarships for Lansing Community College courses for which they meet entrance requirements. It is recognized that enrollment may be limited by such factors as facilities and equipment limitations and current safety standards.
3. Part-time Administrators will be granted tuition scholarships for up to 16 credit hours per semester for Lansing Community College courses they desire, so long as there is no conflict with their own assignments. It is recognized that enrollment may be limited by such factors as facilities and equipment limitations and current safety standards.
4. Part-time Administrators who have completed one year of satisfactory service and who do not utilize their full tuition benefit for a semester may allow their IRS eligible dependents to utilize the remaining number of credits for LCC courses.

#### **O. Other Member Benefits**

The amount and nature of benefits shall be governed by the terms of the group insurance policy and the rules and regulations of the carrier. Benefits for new members will be effective on the first day of the calendar month following the calendar month in which they was employed on a regular full-time basis. Benefits for members who voluntarily terminate their employment will cease following their last day of employment.

##### 1. Life Insurance

Full time members will be eligible for Life Insurance - \$50,000 plus accidental death and dismemberment.

##### 2. Tax Sheltered Annuities

Full-time and part-time members have the option to contribute to a tax-sheltered annuities plan. The Human Resources Office maintains a list of approved providers.

##### 3. College Travel

Full-time and part-time members will be reimbursed for travel authorized by an approved travel request according to Employer policy.

4. Flexible Schedule

When operational circumstances permit and an employee is required to spend an unusually high amount of time on assigned work responsibilities or travel initiated by the College on Saturdays or Sundays, the College will endeavor to make an appropriate work schedule adjustment. Requests for adjustments will not be unduly denied, and all relevant factors will be considered.

5. Parking

Members will abide by Employer parking policies. The Employer may require parking cards, decals, or other methods of control for each member car and will furnish parking cards, decals or other methods of control at Employer expense. If the cards, decals, or other methods of control are lost or misplaced, a replacement fee will be charged.

### **ARTICLE XI. CAREER DEVELOPMENT PROGRAM**

Within six months of ratification of this agreement, College management and AFT representatives will work collaboratively to develop a Career Development Program to provide employees with opportunities for career succession within a department or the College. Elements of this program will include:

- A. Approval to fill job vacancies will continue to require Vacancy Management Review Team (VMRT) review and approval.
- B. Job descriptions for leadership positions will include the preferred qualifications for management and leadership training when appropriate.
- C. Administrators will be provided with training on succession planning and career development plans.
- D. Administrators will be provided with a career development action plan template to help identify career goals.
- E. Administrators who wish to advance will be provided with an opportunity to attend management and leadership training.
- F. An internal notification will be provided to administrators prior to an administrative position being publicly posted. Internal non-probationary administrators may express an interest in transferring to the position prior to the posting.

A screening process will be developed so that administrators who are qualified may respond to the internal notification and be transferred or reassigned into the position without the entire search process being completed.

## ARTICLE XII. ADMINISTRATION OF PERFORMANCE REVIEWS

### A. Special Labor Coalition Meeting

1. AFT and Human Resources representatives will schedule a Special Labor Coalition meeting regarding college-wide administration of performance reviews.
2. During this meeting, the parties will review data related to performance reviews, including identification of bottlenecks in the processes, and to propose countermeasures to improve the processes. Performance reviews will be a Labor Coalition agenda item on an as needed basis as concerns arise or to periodically evaluate.

## ARTICLE XIII. GRIEVANCE PROCEDURE

### A. Definition

1. A grievance is defined as a claim made by one or more bargaining unit members, alleging a violation, misinterpretation and/or misapplication of a specific article or section of this Agreement as written and/or the College's Policies related to employment practices.
2. An "aggrieved bargaining unit member" is a member who is directly affected by an alleged violation, misinterpretation, or misapplication and therefore, will make a claim as a "grievant." The Association is the "grievant" when Association rights have been allegedly violated. A grievance which affects two or more aggrieved bargaining unit members may be initiated by the affected members or may be processed as an Association grievance, but not both.

### B. Purpose

1. The purpose of this procedure is to secure and document, at the lowest possible administrative level, equitable solutions to grievances. Both parties agree these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure, subject to procedural compliance.
2. Nothing contained herein will be construed as limiting the right of any aggrieved bargaining unit member having a grievance or other concern to discuss the matter informally with any appropriate member of the administration and/or have the matter adjusted, without intervention of the Association, provided the adjustment is consistent with the terms of this Agreement.

### C. Procedure

The parties recognize that it is important for grievances to be processed as rapidly as possible. Consequently, the number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process. Time limits may be extended only by written (or electronic) mutual agreement by the parties. In the event that prescribed action is not taken by the aggrieved bargaining unit member or the Association within the grievance time limits specified

herein, the grievance will be deemed settled and withdrawn on the basis of the Employer's last action or disposition, and such resolution shall be final and binding. Any aggrieved bargaining unit member shall have the right to Association representation at all levels of the grievance procedure. The grievance form as found in Appendix G shall be made available to members by the College's Human Resources Department and the Association.

### **Level One: Informal Discussion and Written Grievance**

#### **1. Individual Member Grievances**

- a. An aggrieved bargaining unit member shall discuss the matter giving rise to the grievance with their supervisor within 21 calendar days of the event giving rise to the grievance with the objective of resolving the matter informally, and may request an Association Representative to attend.
- b. If the aggrieved bargaining unit member is unsatisfied with the disposition from the oral discussion and wishes to further pursue the matter, the aggrieved bargaining unit member shall file a written grievance setting forth the detailed facts and the specific provision or provisions of the Agreement alleged to have been violated, and stating the settlement desired.
- c. The aggrieved bargaining unit member is encouraged to consult with an Association Representative prior to writing and submitting the grievance.
- d. The written grievance must be delivered to the Grievant's supervisor, and copies delivered to the College Human Resources Department, and the Association offices within 28 calendar days of the event giving rise to the grievance.

#### **2. Association Grievances**

Matters involving Association grievances will be discussed with the appropriate administrative official as designated by the College's Executive Director of Human Resources in an attempt to resolve the matter informally. If the matter is not resolved informally and the Association desires to further pursue the matter, the Association must deliver a written grievance (setting forth in detail the facts and specific provision or provisions of the Agreement alleged to have been violated, and stating the settlement desired) within 28 calendar days of the event giving rise to the grievance. The Association grievance must be delivered to the supervising Dean or other administrative official as designated by the College's Executive Director of Human Resources and a copy delivered to the College Human Resources Department.

#### **3. Level One Written Disposition**

Within 14 calendar days of delivering the written grievance, the grievant and/or an Association representative will arrange to meet with the Grievant's supervisor (in the case of individual grievances) or the supervising Dean/designated administrative official (in the case of Association grievances) in an effort to resolve the issue. The supervisor (in the case of individual grievances) or the supervising Dean/designated administrative official (in the case

of Association grievances) will reply with a written disposition regarding the grievance, which shall be given to the grievant and/or an Association representative within 14 calendar days after such meeting.

### **Level Two: Human Resources Review**

1. Association Request for Review- If the grievant is not satisfied with the disposition of the grievance at Level One, or if no disposition has been rendered in the time allowed, the grievant or the Association may advance the grievance by delivering a written appeal to the College's Executive Director of Human Resources or the Executive Director's designee within 14 calendar days after the written disposition is issued, or if no written disposition is timely issued within 14 days after the due date for the written disposition. The written appeal shall contain a brief explanation of the reason(s) for rejecting the disposition, and any change in the settlement proposed, and shall be signed by the aggrieved employee(s) and the Association representative.
2. Human Resources Written Answer - Within 14 calendar days after delivery of the written appeal, the grievant or an Association representative will arrange to meet with the Executive Director of Human Resources or their designee to discuss the disputed issue(s) in the grievance. Absent agreement for a longer period, the meeting shall be held within 14 calendar days after delivery of the written appeal. The Association and the College may each have up to three additional people present to participate in the discussion. Within 14 calendar days from the date of the Level Two meeting the Executive Director of Human Resources or designee will reply with a written answer to the appeal.

### **Level Three: Voluntary Mediation**

If the grievance is not resolved at Level Two, the parties may elect to pursue mediation of a grievance through the services provided by the Michigan Employment Relations Commission. Both parties must agree in writing to pursue mediation within 14 calendar days of the Level Two answer. If a satisfactory resolution is achieved through mediation, the resolution shall be final and binding upon the grievant(s), the Association, and the College.

### **Level Four: Arbitration**

1. Association Request for Arbitration

If the grievance is not resolved at Level Three, or if the parties do not agree that mediation is appropriate, the Association may submit the grievance to arbitration by filing a written request for a panel of seven arbitrators with the Michigan Employment Relations Commission and delivering a copy of the request to the College's Human Resources Department within 28 calendar days after either (1) the mediation date; or (2) the date the parties elected to forgo mediation. Any grievance not submitted to arbitration in accordance with this Section shall be considered resolved and withdrawn on the basis of the Employer's last action or disposition, and such resolution shall be final and binding.

2. Arbitrator Selection

An arbitrator shall be selected by mutual agreement of the parties when possible, otherwise by each party alternately striking a name from the panel provided by the Michigan Employment Relations Commission, and the last remaining person shall serve as the arbitrator. If the parties agree that a panel of arbitrators from the Michigan Employment Relations Commission is unsatisfactory, they may reject the panel and request another instead of commencing the striking process. If a hearing is cancelled, the canceling party shall pay the cancellation costs unless there is agreement to share the costs.

3. Powers of the Arbitrator

The power of the arbitrator shall be limited to the interpretation or application of this Agreement as written, and the arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement as written. The decision of the arbitrator shall be binding on all parties involved. Except as expressly provided by another provision of this Agreement, the arbitrator shall have no power or authority to rule on any claim arising out of any insurance or pension program under this Agreement; or to decide any claim which could asserted as a violation of any employment discrimination statute, law or regulation. The arbitrator shall have no power or authority to change any classification wage rates, workloads or performance standards, but may otherwise rule on grievances involving such matters.

4. Cooperation

The College and the Association shall cooperate in order to ensure the rights of both parties to adequate preparation time and the presentation of each party's positions at the hearing, provided every effort will be made to avoid interference with the Employer's regular business operations. Any on-duty employee witnesses called to testify by either party shall be scheduled to testify so that lost time from work will be minimized. Upon completion of their testimony (direct or rebuttal, if required), each witness shall be excused to return to work.

5. Costs and Expenses

Each party to the arbitration shall bear the full costs and expenses of its own witnesses and representatives. The compensation and expenses of the arbitrator and any costs incurred in connection with the location of the arbitration shall be shared equally by the parties.

## ARTICLE XIV. COMPENSATION

### A. Salary Schedules

Bargaining unit members shall be compensated in accordance with the appropriate step of the appropriate level of the salary schedules in Appendix H. Part-time bargaining unit members will be compensated on a prorated basis according to their FTE status designation (e.g. 20 hour, 25 hour, or 30 hour).

## **B. Hiring Range**

Newly hired bargaining unit members may be placed on the salary schedule as follows: one step for each full-time equated year of professional level experience both outside of and within LCC up to a maximum of eight years, (1 FTE year = 1 step). The Human Resources Department will review the salaries of incumbent employees in determining the appropriateness of step placement of newly hired employees. The College, if necessary, can waive the eight-year maximum, provided a representative of the Human Resources Department will meet with a representative designated by the Association to discuss the reason(s) necessitating deviation from the established hiring range prior to making a formal offer of employment to the prospective employee.

## **C. Rate of Pay in the Event of Promotion or Reclassification**

In the event of a promotion or reclassification, including transfer or interim assignment, that results in movement to a position with a higher pay level, the employee will be placed at the same step in the new level as their step placement in their current bargaining unit position. The rate change will be effective at the beginning of the first full pay period beginning on or after the effective date of the promotion, transfer, reclassification or interim assignment.

## **D. Rate of Pay in the Event of Transfer, Demotion, or Interim Assignment**

1. In the event of an interim assignment that results in movement to a position with a lower pay level, the employee's pay rate will be the same as if the assignment had not been made (i.e., will continue to receive applicable step increases in the regular classification).
2. In the event of a demotion, transfer, or reclassification that results in movement to a position in this bargaining unit with a lower pay level, the following will be adhered to:
  - a. Involuntary demotions due to performance issue(s) will result in reduction in salary to an appropriate rate in the new position,
  - b. Demotion due to reorganization will result in a red-circled salary and suffer no loss of current salary,
  - c. Voluntary transfers through application or transfer process will result in a salary adjustment consistent with standard methodology and practice for determining an offer.

The pay rate change will be effective at the beginning of the first full pay period beginning on or after the effective date of the demotion, transfer, or reclassification.

3. When an employee is red-circled for reasons other than a demotion due to performance issues, the employee will receive a lump sum payment equal to 1% of annual earnings at the end of the fiscal year, this payment is in lieu of a salary schedule increase or step.
4. A member who becomes a member of another bargaining unit as a result of demotion, transfer, or reclassification will be compensated in accordance with that unit's collective bargaining agreement, and will be subject to other terms and conditions of employment consistent with the applicable collective bargaining agreement.



**E. Degree Recognition**

Full-time members who, after the effective date of this agreement, obtain a related academic degree beyond what is specified in the band and level classification of their position, and subject to the approval of the immediate supervisor or chairperson, the responsible Executive Leadership Team member and the Human Resources Director, will receive a one-time payment not added to base of \$2,250 for a Bachelor's Degree; \$3,000 for a Master's Degree; \$3,750 for a Doctoral Degree. Part-time members will receive a one-time payment not added to base salary of the same amounts, based on the related degree earned, prorated according to their FTE status designation. Payment will be made following submission of official transcripts from a regionally accredited institution and approval of appropriate parties.

**F. Salary Increases**

In year one of the contract, 2024-2025, the Evergreen solution (30 Year Parity) will be implemented effective with the first full pay period in July 2024 and employees will be placed on the new salary schedule consistent with the Evergreen solution. An employee, supervisor, or the union may submit their Evergreen solution placement for review through the position review process. This language to be removed at the expiration of this Agreement.

In year one of the contract, 2024-2025, effective November 1, 2024, eligible employees will move a step in the salary schedule. In year two of the contract, 2025-2026, eligible employees will move a step in the salary schedule effective with the first full pay period in July 2025. In year three of the contract, 2026-2027, eligible employees will move a step in the salary schedule effective with the first full pay period in July 2026.

The salary schedule will be increased in year two of the contract, 2025-2026, by a 1% salary schedule increase effective with the first full pay period in July 2025, and in year three of the contract, 2026-2027, by a 1% salary schedule increase effective with the first full pay period in July 2025.

Consistent with Article XIV, D.3. (and not to be duplicated), members who are red circled (at a salary that is above their identified (grade and step) not as a result of a demotion, as defined in Article XIV, D) will receive no increase in salary and will receive a lump sum payment at the end of the contract year as defined below:

- In year one of the contract, 2024-2025, effective with the final full pay period in June 2025, a lump sum in the amount of 1.0% of the annual earnings from their bargaining unit position salary;
- In year two of the contract, 2025-2026, effective with the final full pay period in June 2026, a lump sum in the amount of 1.0% (equivalent to the salary schedule increase) of the annual earnings from their bargaining unit position salary; and
- In year three of the contract, 2026-2027, effective with the final full pay period in June 2027, a lump sum in the amount of 1.0% (equivalent to the salary schedule increase) of the annual earnings from their bargaining unit position salary.

Members who are at Step 20 of the salary schedule for a full year, or during the implementation year, will move to the updated salary schedule and receive no step increase in salary and will receive a lump sum payment at the end of the fiscal year as defined below:

- In year one of the contract, 2024-2025, effective with the final full pay period in June 2025, a lump sum in the amount of 2.0% of the annual earnings from their bargaining unit position salary;
- In year two of the contract, 2025-2026, effective with the final full pay period in June 2026, a lump sum in the amount of 2.0% of the annual earnings from their bargaining unit position salary; and
- In year three of the contract, 2026-2027, effective with the final full pay period in June 2027, a lump sum in the amount of 2.0% of the annual earnings from their bargaining unit position salary.

An employee is not eligible to advance a step on the salary schedule if the employee has had an unsatisfactory performance evaluation within the preceding six months, in which case the step increase will be delayed until the end of such six-month period. An employee is not eligible to advance while on leave of absence or layoff. Pay rate changes will be effective at the beginning of the first full payroll period starting on or after the date the employee is eligible for a step increase.

Step increases take place for all eligible employees on the first full pay period after July 1. For an employee hired into the bargaining unit after January 1 of the calendar year, an employee will first be eligible for a step increase after the completion of one full fiscal year.

Anyone who has received a PIP in conjunction with a corrective action in the six months prior to July 1, will not receive a wage increase until the six-month period has expired.

## **ARTICLE XV. APPOINTMENT OF A FINANCIAL MANAGER**

### **A. Provision**

The provision set forth in Section 2. is included solely as a result of MCL 423.215(7) and without the agreement of the Association. Its inclusion does not waive either party's right to challenge the legal validity of 2012 PA 436, or of the appointment or actions of any Emergency Manager, if one is ever appointed. The parties agree that, as of the date of ratification of this Agreement, the provisions of the Local Financial Stability and Choice Act, 2012 PA 436, do not apply to community colleges.

### **B. Emergency Manager Role**

An emergency manager appointed under the Local Financial Stability and Choice Act, 2012 PA 436, MCL 141.1541 to 141.1575, may reject, modify, or terminate the Collective Bargaining Agreement as provided in the Local Financial Stability and Choice Act, 2012 PA 436, MCL 141.1541 to 141.1575.

**ARTICLE XVI. DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2024, and shall continue in effect until midnight, June 30, 2027. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated. Negotiations shall begin no later than 60 days prior to the contract expiration date.

**BOARD OF TRUSTEES**  
*Shyle Mathew* 6-7-24  
Chairperson Date

*Leonida Thomas* 6-17-24  
Secretary Date

**ASSOCIATION**  
*Dawn Cousine* 8/14/24  
President Date

*Jim Duke* 8/29/24  
AFT Representative Date

## APPENDIX A: PERFORMANCE REVIEWS

- A. The purpose of administrator performance reviews is to establish and maintain a continuous improvement and professional development process focused on improving the operation and management of College departments, programs and facilities.
- B. Periodic Performance Reviews
  - 1. Members will be given periodic performance reviews as follows:
    - a. Probationary members will be reviewed prior to attaining post-probationary status, or within the first six (6) months of entry into their administrator position, whichever occur first. An additional review will be conducted at twelve (12) months, prior to an employee's probation ending.
    - b. Post-probationary administrators will be reviewed annually.
- C. Immediate supervisors or appropriately trained designees may conduct an ad hoc performance review any time significantly weak or unsatisfactory performance is detected. The responsible supervisor or designee will meet with the Administrator to present and discuss a report on any documented weak or unsatisfactory performance and any recommendations for improvement, which may be modified based on the discussion. If a member disagrees with any of the information contained in the review materials, the member may submit a written explanation or rebuttal, which will become part of the member's review file.
- D. If a performance problem is identified and documented during the performance review of an AFT member, the member will be informed of the problem and a written Performance Improvement Plan (PIP) may be prepared to identify actions the member must take as well as actions the College will take to support the member's efforts to improve. Nothing in this agreement changes the at will nature of the employment of probationary members.
- E. Where a post-probationary member's performance is significantly weak and/or has not improved despite the member being given a PIP, further corrective action may be taken, including but not limited to action under the progressive discipline process.
- F. Further, nothing in this contract restricts the College's right to take corrective action based on unacceptable conduct.



## **APPENDIX C: OPTIONAL RETIREMENT PLAN PROVISIONS**

1. Eligibility would be defined by the Optional Retirement Act (1994 PA 296) and shall include full-time members.
2. Vesting on the employee's contribution is immediate. Any contribution by members is immediately and fully vested.
3. Vesting on the College's contribution shall be 100% after two years. Vesting credit shall be given for continuous full-time service years preceding the selection of the ORP.
4. A member selecting the ORP shall contribute 4.3% of their gross earnings as defined by the Michigan Public School Employees Retirement System (MPSERS).
5. The College shall contribute, on behalf of the member selecting the ORP, an amount equal to 12% of the gross earnings of the member as defined by MPSERS.
6. There shall be only one vendor who shall provide a reasonable array of investment options. The vendor's performance, risk and administrative record will be reviewed periodically.

**APPENDIX D: LCC ADMINISTRATIVE ASSOCIATION GRIEVANCE FORM**

**Grievance No.** (LCCAA will assign this number for tracking purposes)

**Name:**

**Date of Grievance:**

**Part I. Nature of Grievance:**

**Part II. Article Violated:**

**Part III. Settlement Desired:**

**Signed:**

\_\_\_\_\_ Date: \_\_\_\_\_

Distribution:  
Appropriate director or supervisor of employee  
President, LCCAA

Director of Human Resources

## APPENDIX E: WAGE SCALE

For the 2024-2025 fiscal year, effective with the first full pay period in July 2024, the Evergreen schedule implementation will take place. The salary schedules for full-time AFT employees are as follows:

2024-2025

| 2024-25 | G1     | G2     | G3      | G4      | G5      | G6      | G7      | G8      |
|---------|--------|--------|---------|---------|---------|---------|---------|---------|
| Step 1  | 57,000 | 59,850 | 65,835  | 69,127  | 72,583  | 76,212  | 82,309  | 86,425  |
| Step 2  | 58,995 | 61,945 | 68,139  | 71,546  | 75,123  | 78,880  | 85,190  | 89,450  |
| Step 3  | 61,060 | 64,113 | 70,524  | 74,050  | 77,753  | 81,640  | 88,172  | 92,580  |
| Step 4  | 63,197 | 66,357 | 72,992  | 76,642  | 80,474  | 84,498  | 91,258  | 95,821  |
| Step 5  | 65,409 | 68,679 | 75,547  | 79,325  | 83,291  | 87,455  | 94,452  | 99,174  |
| Step 6  | 67,371 | 70,740 | 77,814  | 81,704  | 85,789  | 90,079  | 97,285  | 102,150 |
| Step 7  | 69,392 | 72,862 | 80,148  | 84,155  | 88,363  | 92,781  | 100,204 | 105,214 |
| Step 8  | 71,474 | 75,048 | 82,552  | 86,680  | 91,014  | 95,565  | 103,210 | 108,370 |
| Step 9  | 73,618 | 77,299 | 85,029  | 89,280  | 93,744  | 98,432  | 106,306 | 111,622 |
| Step 10 | 75,827 | 79,618 | 87,580  | 91,959  | 96,557  | 101,385 | 109,495 | 114,970 |
| Step 11 | 77,343 | 81,210 | 89,331  | 93,798  | 98,488  | 103,412 | 111,685 | 117,270 |
| Step 12 | 78,890 | 82,835 | 91,118  | 95,674  | 100,458 | 105,481 | 113,919 | 119,615 |
| Step 13 | 80,468 | 84,491 | 92,940  | 97,587  | 102,467 | 107,590 | 116,197 | 122,007 |
| Step 14 | 82,077 | 86,181 | 94,799  | 99,539  | 104,516 | 109,742 | 118,521 | 124,447 |
| Step 15 | 83,719 | 87,905 | 96,695  | 101,530 | 106,607 | 111,937 | 120,892 | 126,936 |
| Step 16 | 85,393 | 89,663 | 98,629  | 103,561 | 108,739 | 114,176 | 123,310 | 129,475 |
| Step 17 | 87,101 | 91,456 | 100,602 | 105,632 | 110,913 | 116,459 | 125,776 | 132,065 |
| Step 18 | 88,843 | 93,285 | 102,614 | 107,744 | 113,132 | 118,788 | 128,291 | 134,706 |
| Step 19 | 90,620 | 95,151 | 104,666 | 109,899 | 115,394 | 121,164 | 130,857 | 137,400 |
| Step 20 | 92,432 | 97,054 | 106,759 | 112,097 | 117,702 | 123,587 | 133,474 | 140,148 |

| 2024-25 | IT1    | IT2     | IT3     | IT4     | IT5     | IT6     | IT7     |
|---------|--------|---------|---------|---------|---------|---------|---------|
| Step 1  | 59,000 | 61,950  | 68,145  | 71,552  | 78,707  | 82,643  | 90,907  |
| Step 2  | 61,065 | 64,118  | 70,530  | 74,057  | 81,462  | 85,535  | 94,089  |
| Step 3  | 63,202 | 66,362  | 72,999  | 76,649  | 84,313  | 88,526  | 97,382  |
| Step 4  | 65,414 | 68,685  | 75,554  | 79,331  | 87,264  | 91,628  | 100,790 |
| Step 5  | 67,704 | 71,089  | 78,198  | 82,108  | 90,319  | 94,835  | 104,318 |
| Step 6  | 69,735 | 73,222  | 80,544  | 84,571  | 93,028  | 97,680  | 107,448 |
| Step 7  | 71,827 | 75,418  | 82,960  | 87,108  | 95,819  | 100,610 | 110,671 |
| Step 8  | 73,982 | 77,681  | 85,449  | 89,721  | 98,694  | 103,628 | 113,991 |
| Step 9  | 76,201 | 80,011  | 88,012  | 92,413  | 101,654 | 106,737 | 117,411 |
| Step 10 | 78,487 | 82,412  | 90,653  | 95,186  | 104,704 | 109,939 | 120,933 |
| Step 11 | 80,057 | 84,060  | 92,466  | 97,089  | 106,798 | 112,138 | 123,352 |
| Step 12 | 81,658 | 85,741  | 94,315  | 99,031  | 108,934 | 114,381 | 125,819 |
| Step 13 | 83,291 | 87,456  | 96,202  | 101,012 | 111,113 | 116,668 | 128,335 |
| Step 14 | 84,957 | 89,205  | 98,126  | 103,032 | 113,335 | 119,002 | 130,902 |
| Step 15 | 86,656 | 90,989  | 100,088 | 105,092 | 115,602 | 121,382 | 133,520 |
| Step 16 | 88,389 | 92,809  | 102,090 | 107,194 | 117,914 | 123,809 | 136,190 |
| Step 17 | 90,157 | 94,665  | 104,132 | 109,338 | 120,272 | 126,286 | 138,914 |
| Step 18 | 91,960 | 96,558  | 106,214 | 111,525 | 122,677 | 128,811 | 141,692 |
| Step 19 | 93,800 | 98,490  | 108,339 | 113,755 | 125,131 | 131,388 | 144,526 |
| Step 20 | 95,676 | 100,459 | 110,505 | 116,031 | 127,634 | 134,015 | 147,417 |



| 2025-26 | G1     | G2     | G3      | G4      | G5      | G6      | G7      | G8      |
|---------|--------|--------|---------|---------|---------|---------|---------|---------|
| Step 1  | 57,570 | 60,449 | 66,493  | 69,818  | 73,309  | 76,974  | 83,132  | 87,289  |
| Step 2  | 59,585 | 62,564 | 68,820  | 72,261  | 75,874  | 79,669  | 86,042  | 90,345  |
| Step 3  | 61,671 | 64,754 | 71,229  | 74,791  | 78,531  | 82,456  | 89,054  | 93,506  |
| Step 4  | 63,829 | 67,021 | 73,722  | 77,408  | 81,279  | 85,343  | 92,171  | 96,779  |
| Step 5  | 66,063 | 69,366 | 76,302  | 80,118  | 84,124  | 88,330  | 95,397  | 100,166 |
| Step 6  | 68,045 | 71,447 | 78,592  | 82,521  | 86,647  | 90,980  | 98,258  | 103,172 |
| Step 7  | 70,086 | 73,591 | 80,949  | 84,997  | 89,247  | 93,709  | 101,206 | 106,266 |
| Step 8  | 72,189 | 75,798 | 83,378  | 87,547  | 91,924  | 96,521  | 104,242 | 109,454 |
| Step 9  | 74,354 | 78,072 | 85,879  | 90,173  | 94,681  | 99,416  | 107,369 | 112,738 |
| Step 10 | 76,585 | 80,414 | 88,456  | 92,879  | 97,523  | 102,399 | 110,590 | 116,120 |
| Step 11 | 78,116 | 82,022 | 90,224  | 94,736  | 99,473  | 104,446 | 112,802 | 118,443 |
| Step 12 | 79,679 | 83,663 | 92,029  | 96,631  | 101,463 | 106,536 | 115,058 | 120,811 |
| Step 13 | 81,273 | 85,336 | 93,869  | 98,563  | 103,492 | 108,666 | 117,359 | 123,227 |
| Step 14 | 82,898 | 87,043 | 95,747  | 100,534 | 105,561 | 110,839 | 119,706 | 125,691 |
| Step 15 | 84,556 | 88,784 | 97,662  | 102,545 | 107,673 | 113,056 | 122,101 | 128,205 |
| Step 16 | 86,247 | 90,560 | 99,615  | 104,597 | 109,826 | 115,318 | 124,543 | 130,770 |
| Step 17 | 87,972 | 92,371 | 101,608 | 106,688 | 112,022 | 117,624 | 127,034 | 133,386 |
| Step 18 | 89,731 | 94,218 | 103,640 | 108,821 | 114,263 | 119,976 | 129,574 | 136,053 |
| Step 19 | 91,526 | 96,103 | 105,713 | 110,998 | 116,548 | 122,376 | 132,166 | 138,774 |
| Step 20 | 93,356 | 98,025 | 107,827 | 113,218 | 118,879 | 124,823 | 134,809 | 141,549 |

| 2025-26 | IT1    | IT2     | IT3     | IT4     | IT5     | IT6     | IT7     |
|---------|--------|---------|---------|---------|---------|---------|---------|
| Step 1  | 59,590 | 62,570  | 68,826  | 72,268  | 79,494  | 83,469  | 91,816  |
| Step 2  | 61,676 | 64,759  | 71,235  | 74,798  | 82,277  | 86,390  | 95,030  |
| Step 3  | 63,834 | 67,026  | 73,729  | 77,415  | 85,156  | 89,411  | 98,356  |
| Step 4  | 66,068 | 69,372  | 76,310  | 80,124  | 88,137  | 92,544  | 101,798 |
| Step 5  | 68,381 | 71,800  | 78,980  | 82,929  | 91,222  | 95,783  | 105,361 |
| Step 6  | 70,432 | 73,954  | 81,349  | 85,417  | 93,958  | 98,657  | 108,522 |
| Step 7  | 72,545 | 76,172  | 83,790  | 87,979  | 96,777  | 101,616 | 111,778 |
| Step 8  | 74,722 | 78,458  | 86,303  | 90,618  | 99,681  | 104,664 | 115,131 |
| Step 9  | 76,963 | 80,811  | 88,892  | 93,337  | 102,671 | 107,804 | 118,585 |
| Step 10 | 79,272 | 83,236  | 91,560  | 96,138  | 105,751 | 111,038 | 122,142 |
| Step 11 | 80,858 | 84,901  | 93,391  | 98,060  | 107,866 | 113,259 | 124,586 |
| Step 12 | 82,475 | 86,598  | 95,258  | 100,021 | 110,023 | 115,525 | 127,077 |
| Step 13 | 84,124 | 88,331  | 97,164  | 102,022 | 112,224 | 117,835 | 129,618 |
| Step 14 | 85,807 | 90,097  | 99,107  | 104,062 | 114,468 | 120,192 | 132,211 |
| Step 15 | 87,523 | 91,899  | 101,089 | 106,143 | 116,758 | 122,596 | 134,855 |
| Step 16 | 89,273 | 93,737  | 103,111 | 108,266 | 119,093 | 125,047 | 137,552 |
| Step 17 | 91,059 | 95,612  | 105,173 | 110,431 | 121,475 | 127,549 | 140,303 |
| Step 18 | 92,880 | 97,524  | 107,276 | 112,640 | 123,904 | 130,099 | 143,109 |
| Step 19 | 94,738 | 99,475  | 109,422 | 114,893 | 126,382 | 132,702 | 145,971 |
| Step 20 | 96,633 | 101,464 | 111,610 | 117,191 | 128,910 | 135,355 | 148,891 |

| 2026-27 | G1     | G2     | G3      | G4      | G5      | G6      | G7      | G8      |
|---------|--------|--------|---------|---------|---------|---------|---------|---------|
| Step 1  | 58,146 | 61,053 | 67,158  | 70,516  | 74,042  | 77,744  | 83,963  | 88,162  |
| Step 2  | 60,181 | 63,190 | 69,509  | 72,984  | 76,633  | 80,465  | 86,902  | 91,248  |
| Step 3  | 62,287 | 65,402 | 71,942  | 75,538  | 79,316  | 83,281  | 89,944  | 94,441  |
| Step 4  | 64,467 | 67,691 | 74,459  | 78,183  | 82,092  | 86,196  | 93,092  | 97,747  |
| Step 5  | 66,724 | 70,059 | 77,065  | 80,919  | 84,965  | 89,213  | 96,350  | 101,167 |
| Step 6  | 68,725 | 72,162 | 79,378  | 83,346  | 87,513  | 91,890  | 99,240  | 104,203 |
| Step 7  | 70,787 | 74,327 | 81,759  | 85,847  | 90,139  | 94,646  | 102,218 | 107,329 |
| Step 8  | 72,911 | 76,556 | 84,211  | 88,422  | 92,843  | 97,486  | 105,285 | 110,548 |
| Step 9  | 75,098 | 78,853 | 86,738  | 91,075  | 95,628  | 100,410 | 108,443 | 113,866 |
| Step 10 | 77,351 | 81,218 | 89,340  | 93,807  | 98,498  | 103,423 | 111,696 | 117,281 |
| Step 11 | 78,898 | 82,842 | 91,127  | 95,683  | 100,468 | 105,491 | 113,930 | 119,627 |
| Step 12 | 80,476 | 84,500 | 92,949  | 97,597  | 102,477 | 107,601 | 116,209 | 122,019 |
| Step 13 | 82,085 | 86,189 | 94,808  | 99,548  | 104,527 | 109,753 | 118,533 | 124,459 |
| Step 14 | 83,727 | 87,913 | 96,704  | 101,540 | 106,617 | 111,948 | 120,903 | 126,948 |
| Step 15 | 85,402 | 89,672 | 98,639  | 103,571 | 108,750 | 114,187 | 123,322 | 129,487 |
| Step 16 | 87,109 | 91,465 | 100,611 | 105,643 | 110,925 | 116,471 | 125,789 | 132,077 |
| Step 17 | 88,852 | 93,294 | 102,624 | 107,755 | 113,142 | 118,800 | 128,304 | 134,720 |
| Step 18 | 90,629 | 95,160 | 104,677 | 109,910 | 115,406 | 121,176 | 130,870 | 137,414 |
| Step 19 | 92,441 | 97,064 | 106,770 | 112,108 | 117,713 | 123,599 | 133,487 | 140,162 |
| Step 20 | 94,290 | 99,005 | 108,905 | 114,350 | 120,068 | 126,071 | 136,157 | 142,965 |

| 2026-27 | IT1    | IT2     | IT3     | IT4     | IT5     | IT6     | IT7     |
|---------|--------|---------|---------|---------|---------|---------|---------|
| Step 1  | 60,186 | 63,195  | 69,515  | 72,990  | 80,289  | 84,304  | 92,734  |
| Step 2  | 62,292 | 65,407  | 71,948  | 75,546  | 83,099  | 87,254  | 95,980  |
| Step 3  | 64,472 | 67,696  | 74,466  | 78,190  | 86,008  | 90,305  | 99,339  |
| Step 4  | 66,729 | 70,066  | 77,073  | 80,926  | 89,018  | 93,470  | 102,816 |
| Step 5  | 69,065 | 72,518  | 79,770  | 83,758  | 92,134  | 96,741  | 106,415 |
| Step 6  | 71,137 | 74,694  | 82,163  | 86,271  | 94,898  | 99,643  | 109,608 |
| Step 7  | 73,271 | 76,934  | 84,627  | 88,859  | 97,745  | 102,632 | 112,895 |
| Step 8  | 75,469 | 79,242  | 87,167  | 91,524  | 100,678 | 105,711 | 116,282 |
| Step 9  | 77,733 | 81,619  | 89,781  | 94,271  | 103,697 | 108,882 | 119,771 |
| Step 10 | 80,065 | 84,068  | 92,475  | 97,099  | 106,809 | 112,149 | 123,364 |
| Step 11 | 81,666 | 85,750  | 94,325  | 99,040  | 108,945 | 114,392 | 125,831 |
| Step 12 | 83,299 | 87,464  | 96,211  | 101,022 | 111,124 | 116,680 | 128,348 |
| Step 13 | 84,965 | 89,214  | 98,136  | 103,042 | 113,346 | 119,013 | 130,915 |
| Step 14 | 86,665 | 90,998  | 100,098 | 105,103 | 115,613 | 121,394 | 133,533 |
| Step 15 | 88,398 | 92,818  | 102,100 | 107,204 | 117,926 | 123,822 | 136,204 |
| Step 16 | 90,166 | 94,674  | 104,142 | 109,349 | 120,284 | 126,298 | 138,927 |
| Step 17 | 91,969 | 96,568  | 106,225 | 111,536 | 122,689 | 128,824 | 141,706 |
| Step 18 | 93,808 | 98,499  | 108,349 | 113,767 | 125,143 | 131,400 | 144,540 |
| Step 19 | 95,685 | 100,470 | 110,517 | 116,041 | 127,646 | 134,029 | 147,431 |
| Step 20 | 97,599 | 102,478 | 112,726 | 118,363 | 130,199 | 136,709 | 150,380 |